

DOMESTIC REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER
AND
U.S. ARMY CORPS OF ENGINEERS
CONSTRUCTION ENGINEERING RESEARCH LABORATORIES
IN SUPPORT OF SSC'S
PUBLIC ACCESS TO EARTH AND SPACE SCIENCE
FOR
REMOTE SENSING APPLICATIONS
FOR
CULTURAL AND NATURAL RESOURCES MANAGEMENT

I. AUTHORITY

This Agreement is entered into by U.S. Army Corps of Engineers Construction Engineering Research Laboratories (USACERL), 2902 Newmark Drive, Champaign, IL 61821-1076 and the National Aeronautics and Space Administration (NASA), John C. Stennis Space Center (SSC), Stennis Space Center, Mississippi 39529. The legal authority for NASA to enter into this Agreement is found in sections 203 (c) (5) and (6) of the Space Act of 1958, 42 U.S.C. Section 2473(c) as implemented by NASA Management Instruction 1050.1. The legal authority for USACERL to enter into this Agreement is 10 U.S.C. 2358 and the Economy Act, 31 U.S.C. 1535.

II. PURPOSE

The purpose of this Agreement is to conduct cooperative research using remote sensing/GIS technology for cultural and natural resources research.

III. RESPONSIBILITIES

A. USACERL Responsibilities

USACERL shall where appropriate:

1. Determine the research objectives of each specific mission and in cooperation with NASA develop and design the projects
2. Provide funding (contingent on availability)
3. Provide existing data as available to accomplish the goals of the mission
4. Coordinate scheduling of ground truth verification activities
5. Provide appropriate points of contact and coordinate with installation personnel for data acquisition

6. Provide scientific support for data analysis
7. Cooperate jointly on the publication and dissemination of scientific and technical results

B. NASA Responsibilities

NASA shall where appropriate:

1. Arrange data acquisition over the specific study area at appropriate scale and resolution
2. Provide data preparation and verification of remotely sensed data
3. Assist in data processing and analysis of remotely sensed data for interdisciplinary research activities
4. Provide training in image analysis software
5. Provide input for hardware/software requirements to support data analysis
6. Assist in the purchase and acquisition of hardware and software to support research activities
7. Assist in data integration for Geographic Information System (GIS) activities
8. Participate in field verification and in-situ measurements
9. Assist in output product generation
10. Provide input for reports and participate in briefings and seminars

IV. WORK ORDERS

In response to requests from USACERL for NASA assistance under this Agreement, USACERL and NASA shall mutually agree upon requirements, to be documented in written Work Orders (WOs). Documentation of work required shall include the following:

- a detailed statement of work;
- schedules (periods of performance);
- the amount of funds required and available to accomplish the statement of work as stated above;
- accounting classification to be charged, to include the period of funding availability;
- identification of types of contracts to be used (if known);
- types and frequencies of reports;
- procedures for amending or modifying the WO; and
- such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

V. FINANCIAL OBLIGATIONS

There will be a transfer of funds or other financial obligation between NASA and USACERL to NASA in connection with this Agreement. The terms, conditions, and schedule of payment are as follows:

USACERL will reimburse NASA for the cost of any approved services which are provided by NASA. This will include any materials or labor specific to the effort covered on this Agreement. Prior to beginning the specific work required under this Agreement, NASA will prepare a cost estimate of the work to be performed. The cost estimate will be presented to USACERL. Within 30 days of approval of the cost estimate, and at least two weeks prior to start of work, USACERL will submit - in advance - reimbursable funding authorization for the work to be performed by NASA.

All activities under or pursuant to this Agreement are subject to the availability of appropriated funds, and no provision in this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

If NASA forecasts its actual costs under a WO to exceed the amount of funds available under that WO, it shall promptly notify USACERL of the amount of additional funds necessary to complete the work under that WO. USACERL shall either provide the additional funds to NASA, and require that the statement of work be limited to that which can be paid for with currently available funds, or direct termination of the work under that WO.

If requested by USACERL, NASA shall, within 90 days of completing the work under a WO, conduct an accounting to determine the actual costs of the work. Upon allocation of final costs, NASA will notify USACERL of funding authority provided in excess of the actual costs so that authority may be withdrawn.

Costs incurred to perform each WO will be billed on a monthly basis to USACERL. Billing will be submitted on an SF 1080, Voucher for Transfers between Appropriations and/or Funds, and USACERL shall reimburse NASA within 30 days after receiving the SF 1080.

The point of contact (POC) for all NASA funding and payment issues is:

NASA Financial Management Office
Code EA20
SSC, 39529
601-688-1488

The point of contact (POC) for all USACERL funding and payment issues is:

Commander
US Army Construction Engineering Research Laboratories
Attn: CECER-RMB (Rene Knop)
P. O. Box 9005
Champaign, IL 61826-9005
217-352-6511, ext. 6797

VI. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

VII. PRIORITY OF USE

Schedules and milestones will be estimated based upon the parties' current understanding of the projected use of the facilities and equipment by NASA. In the event NASA's projected usage changes, USACERL shall be given reasonable notice of that change, so that schedules and milestones may be adjusted accordingly. The parties agree that NASA usage of the facilities and equipment shall have priority over the usage planned in this Agreement, should a conflict arise, and NASA in its sole discretion shall determine whether to exercise that priority.

VIII. LIABILITY AND RISK OF LOSS

With regard to activities undertaken pursuant to this Agreement, neither party shall make any claims against the other, employees of the other, the other's related entities (e.g., contractors, subcontractors, investigators or their contractors or subcontractors) or employees of the other's related entities for any injury to or death of its own employees or employees of its related entities, or for damage to or loss of its own property or that of its related entities, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

Limitation of Liability to Direct Damages:

To the extent that a risk of damage or loss is not dealt with expressly in this Agreement, such party's liability to the other party, whether or not arising as the result of alleged breach of this Agreement, shall be limited to direct damages only, and shall not include any loss of revenue or profits or

other indirect or consequential damages.

IX. INTELLECTUAL PROPERTY

A. Data Rights:

1. Definitions: The term "Participant," as used herein, means any non-U.S. Government entity that is a party to this Agreement. The rights in data set forth herein are applicable to any employees, contractors or subcontractors, or other entities having a fiduciary or contractual relationship with Participant that are assigned, tasked, or contracted with to perform specified Participant activities under this Agreement.

The term "data," as used herein, means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, computer software and documentation thereof, and data comprising commercial and financial information.

2. General: Data exchanged between NASA and Participant under this Agreement will be exchanged without restriction as to its disclosure, use, or duplication except as otherwise provided below in this provision.

3. Participant produced data: In the event it is necessary for Participant to furnish NASA with data which either existed prior to, was produced outside of, or is first produced by Participant in carrying out Participant's responsibilities under this Agreement, and provided such data embodies trade secrets or comprises commercial or financial information which is privileged or confidential and is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by NASA and its contractors (under suitable protective conditions) only for the purpose of carrying out NASA's responsibilities under this Agreement. Upon completion of activities under this Agreement, such data will be disposed of as requested by Participant.

4. Data first produced by NASA: As to data first produced by NASA in carrying out responsibilities under this Agreement and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if obtained from Participant, such data will, to the extent permitted by law, be maintained in confidence and disclosed and used by NASA and its contractors (under suitable protective conditions) only for the purpose of carrying out NASA's responsibilities under this Agreement. Upon completion of activities under this Agreement, such data will be disposed of as requested by Participant.

B. Patent and Invention Rights: This provision is not applicable

X. PUBLICATION OF RESULTS

Approval of NASA and USACERL key personnel is required prior to publication or dissemination of results.

XI. TERMS OF AGREEMENT AND RIGHT TO TERMINATION

This Agreement becomes effective on the date of the signatures of both parties. Either party, upon a 30-day written notice to the other party, may terminate this Agreement, without liability, at any time and for any reason it deems substantial. In the event of such termination, each party shall return to the other any data it furnished to assist the other in performance of this Agreement, but each party may retain any data generated by its partial performance under the Agreement, unless the "Inventions and Data Rights" or other section of this Agreement provides otherwise. This Agreement shall expire upon completion of all obligations of both parties hereto, or 60 months from the date of signature of both parties, whichever comes first.

XII. KEY PERSONNEL

The following personnel are designated as the key officials for their respective party. These key officials are the principal point of contact between the parties in the performance of this Agreement.

Dr. Tom Sever
Chief EOS Resident Office
National Aeronautics and Space

Dr. John S. Isaacson
Director, Tri-Services
Cultural Resources

Administration
John C. Stennis Space Center
Stennis Space Center, MS 39529
601/688-1906

Research Center, USACERL
2902 Newmark Drive
Champaign, IL 61821-1076
217-373-6749

XIII. SIGNATORY AUTHORITY FOR MODIFICATIONS

Any modification to this Agreement shall be executed in writing and signed by an authorized representative of each party. Any modification which creates an additional commitment of NASA resources must be signed by the original NASA signatory authority or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

XIV. MISCELLANEOUS

A. Other Relationships or Obligations

This Agreement shall not affect any pre-existing or independent relationships or obligations between USACERL and NASA.

B. Survival

The provisions of this Agreement which require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement.

C. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

D. Dispute Resolution

The parties agree that, in the event of a dispute between the parties, USACERL and NASA agree to use their best effort to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to an appropriate authority.

E. Applicable Laws

This Agreement and all documents and actions pursuant to it shall be governed by the applicable statutes,

regulations, directives, and procedures of the United States.

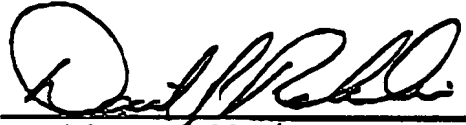
XV. EXECUTION

National Aeronautics and
Space Administration

By: 
Roy Estess
Director
Stennis Space Center, MS

Date: 2/17/95

U. S. Army Corps of Engineers
Research Laboratories

By: 
David J. Rehbein
Lieutenant Colonel,
Commander, USACERL

Date: 24 Feb 95